

SOLICITATION AMENDMENT NO. 1 (ONE)
SOLICITATION NO. SF06-0004



ARIZONA SCHOOL FACILITIES BOARD
Procurement Group
1700 West Washington , Suite 230
Phoenix, Arizona 85007
Phone: (602) 364-0538

Description: Fire Alarm and Smoke Detector Design-Build Construction
Solicitation Due Date: June 16, 2006
until 3:00 P.M. MST

An **original** signed copy of this amendment shall be received by the SFB Procurement Office with your offer or prior to the Solicitation due date and time. This Solicitation is amended as follows:

A. Section 1.0, SCOPE OF WORK

1.1 Statement of Need Add the ending sentence:

"The HVAC systems have recently been replace or renovated and do not include smoke detection sensors but they do have smoke dampening equipment."

A.1 1.3.1 Is hereby changed to read:

"All work ~~shall~~ should be scheduled for completion prior to August 1, 2006. Work scheduled to continue into the new 2006-2007 school year may be scored lower in the evaluation process."

B. Section 3.0, SPECIAL TERMS AND CONDITIONS

B1 3.15 PAYMENT BONDS~~RESERVED~~ is hereby changed to read:

"3.15 PAYMENT AND PERFORMANCE BONDS

Prior to final award of the Design-Build construction contract (Exhibit 6.4), the offerors determined to be the most qualified and having submitted project pricing determined to be within the competitive range shall have five (5) days to submit Payment and Performance Bonds from the date they are notified by the procurement officer via certified mail, return receipt requested. Sample forms are contained in Attachment 7.5, "Performance Bond" and Attachment 7.6, "Payment Bond".

3.15.1 Payment Bonds are required by Arizona Revised Statutes Title 34, Chapter 2, Article 2 or Chapter 6. The amount of payment bond is 100 percent of the specified price established during the Pre-Award Phase Discussions (Section 5.6.1, as amended).

ALL OTHER PROVISIONS OF THE SOLICITATION SHALL REMAIN IN THEIR ENTIRETY.

Offeror hereby acknowledges receipt and understanding of the above amendment.

Signature _____	Date _____
Typed Name and Title _____	
Company Name _____	
Address _____	
City _____	State _____ Zip _____

The above referenced Solicitation Amendment is hereby executed this 16th Day of February, 2000, at Phoenix, Arizona.

Dennis Kirkland

PROCUREMENT OFFICER

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3.15.2 Performance Bonds are required by the Arizona Procurement Code [A.R.S. § 41-2574(A.)(1.)(b.)] The amount of the Performance Bond shall be equal to 100 percent of the price, arrived at during the Pre-Award Discussion Phase."

B.2 SubSection 3.22 is hereby added to the solicitation to read:

"3.22 DESIGN-BUILD TERMS AND CONDITIONS

Award of the Design-Build Construction contract shall require the selected vendors to execute Exhibit 6.4, DESIGN-BUILD AGREEMENT GENERAL CONDITIONS.

3.22.1 Exhibit 6.4 "Design-Build General Conditions" shall have the full force and affect of Special Terms and Conditions, as defined the Uniform Terms and Conditions, Section 2.3, Contract Order of Precedence of this solicitation and subsequent contract."

C. SECTION 5.0 SPECIAL INSTRUCTIONS TO OFFERORS

C.1 Section 5.6.1, Pre-Award Phase Discussions is hereby changed to read:

"5.6.1 Pre-Award Phase Discussions

The Pre-Award Phase Discussions are carried out prior to contract award and procurement officer signing. The details of this phase are contained in **EXHIBIT 6.2**. This Exhibit shall be applied as a Special Instruction to Offerors, for Order of Preference purposes, as if fully reproduced here. In addition, pricing for the work shall be requested prior to these discussions. Offerors shall submit such pricing 48 hours prior to discussions and be prepared to negotiate a final **Guaranteed Maximum Price**, as required in Exhibit 6.4, "Design-Build General Conditions," Section 3.2, Guaranteed Maximum Price Proposal.



ATTACHMENT 7.5

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SOLICITATION NO. SF06-0004 PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT _____
(hereinafter called Principal), as Principal, and _____,
a corporation organized and existing under the laws of the State of _____,
with its principal office in the City of _____,
(herein called the Surety), as Surety, are held and firmly bound unto the State of Arizona (herein called the Obligee) in the
amount of _____ (Dollars) (\$_____), for the payment
whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and
assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the _____
day of _____ 20_____, for the material, service or construction described
as _____

which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform and fulfill all the
undertakings, covenants, terms, conditions and agreements of said contract during the original term of said contract and any extension thereof, with
or without notice to the Surety and during the life of any guaranty required under the contract, and shall also perform and fulfill all the undertakings,
covenants, terms, conditions, and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of
which modifications to the Surety being hereby waived; then the above obligations shall be void, otherwise to remain in full force and effect.

The prevailing party in a suit on this bond shall recover as a part of this judgment such reasonable attorneys' fees as may be fixed by a judge of
the Court.

Witness our hands this _____ day of _____ 20_____

Principal Seal

BY _____

Surety Seal

BY _____

Agency of Record



ATTACHMENT 7.6

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Phone: (602) 364-0538

SOLICITATION NO. SF06-0004 PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT _____
(hereinafter called Principal), as Principal, and _____
a corporation organized and existing under the laws of the State of _____
with its principal office in the City of _____
(herein called the Surety), as Surety, are held and firmly bound unto the State of Arizona (herein called the Oblige) in the
amount of _____ (Dollars) (\$ _____). for the payment
whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and
assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Oblige, dated the _____
day of _____ 20____ to construct and complete a certain work described
as _____

which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall promptly pay all monies due to all
persons supplying labor or materials to him or his subcontractors in the prosecution of the work provided for in said contract, then this obligation
shall be void, otherwise to remain in full force and effect.

The prevailing party in a suit on this bond shall recover as a part of this judgment such reasonable attorneys' fees as may be fixed by a judge of
the Court.

Witness our hands this _____ day of _____ 20____

Principal Seal

BY _____

Surety Seal

BY _____

Agency of Record

EXHIBIT 6.4



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SOLICITATION NO. SF06-0004 DESIGN-BUILD GENERAL CONDITIONS

DESIGN-BUILD AGREEMENT AND GENERAL CONDITIONS BETWEEN ARIZONA SCHOOL FACILITIES BOARD AND CONTRACTOR

(Where the Basis of Payment is the Cost of the Work Plus a Firm, Fixed Fee with a Guaranteed Maximum Price)

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AMENDMENT NO. 1

EXHIBIT 6.4



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SOLICITATION NO. SF06-0004 DESIGN-BUILD GENERAL CONDITIONS

Article 1

1.0 SIGNATURES

This Agreement is made this _____ day of _____ in the year _____, by
and between the
ARIZONA SCHOOL FACILITIES BOARD (hereafter "SFB"), 1700 W. Washington, Suite 230, Phoenix,
Arizona 85007
(Name and Address)

its

(Name and Title of Signatory)

(hereafter "Contractor")

(Name and Address of Contractor)

its

(Name and Title of Signatory)

ARTICLE 2

2.0 GENERAL PROVISIONS

2.1 TEAM RELATIONSHIP The SFB and the Contractor agree to proceed with the Project on the basis of trust, good faith and fair dealing, and shall take all actions reasonably necessary to perform this Agreement in an economical and timely manner, including consideration of design modifications and alternative materials or equipment that will permit the Work to be constructed within the Guaranteed Maximum Price (GMP) and by the date of Substantial Completion, if they are established by Amendment No. 1. The Contractor agrees to procure the architectural and engineering services set forth below, and to furnish construction and administration of the Work.

2.2 RELATIONSHIP OF THE PARTIES

2.2.1 CONTRACTOR SERVICES The Contractor shall provide professional architectural/engineering services for the Project in accordance with the terms and conditions of this Agreement. The Contractor's performance of services shall be as professional consultant to the SFB to carry out the activities of Project design and construction administration and to provide the technical documents and supervision of the design team to achieve the SFB's Project objectives.

2.2.2 CONTRACTOR REPRESENTATION

2.2.2.1 The Contractor shall provide a list of all consultants that the Contractor intends to utilize relating to the Project. The list shall include such information on the qualifications of the consultants as may be requested by the SFB. The SFB, reserves the right to review the consultants proposed, and the Contractor shall not retain a consultant to which the SFB, has a reasonable objection. The SFB shall pay the Contractor any increased costs of obtaining the services of consultants to replace those rejected by the SFB.

EXHIBIT 6.4



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SOLICITATION NO. SF06-0004 DESIGN-BUILD GENERAL CONDITIONS

- 2.2.2.2** The Contractor shall provide to the SFB, a list of the proposed key project personnel of the Contractor and its consultants to be assigned to the Project. This list shall include such information on the professional background of each of the assigned individuals as may be requested by the SFB. Such key personnel and consultants shall be satisfactory to the SFB and shall not be changed except with the consent of the SFB. The SFB's approval of substituted personnel shall not be unreasonably withheld.
- 2.3** **ARCHITECT/ENGINEER** Architectural and engineering services shall be procured from licensed, independent design professionals retained by the Contractor or furnished by licensed employees of the Contractor, or as permitted by the law of the state where the Project is located. The person or entity providing architectural and engineering services shall be referred to as the Architect/Engineer. If the Architect/Engineer is an independent design professional, the architectural and engineering services shall be procured pursuant to a separate agreement between the Contractor and the Architect/Engineer. The Architect/Engineer for the Project is _____.
- 2.4** **EXTENT OF AGREEMENT** This Agreement is solely for the benefit of the parties, represents the entire and integrated agreement between the parties, and supersedes all prior negotiations, representations or agreements, either written or oral. In the event language in this document contradicts or is in conflict with any other agreement, written or oral, this agreement language takes precedence.
- 2.5** **DEFINITIONS**
- 2.5.1** The Contract Documents consist of:
- Change Orders and written amendments to this Agreement signed by both the SFB and Contactor, including Amendment No. 1 if executed;
 - The most current Documents approved by the SFB pursuant to Subparagraphs 3.1.4, 3.1.5 or 3.1.6;
 - The information provided by the SFB pursuant to Clause 4.1.2.1;
 - The SFB's Program provided pursuant to Subparagraph 4.1.1.
 - The original solicitation, as defined in the Request for Qualifications.
- 2.5.2** The Work is the Design Phase Services procured in accordance with Paragraph 3.1, the GMP Proposal provided in accordance with Paragraph 3.2, the Construction Phase Services provided in accordance with Paragraph 3.3, Additional Services that may be provided in accordance with Paragraph 3.8, and other services which are necessary to complete the Project in accordance with and reasonably inferable from the Contract Documents.
- 2.5.3** The term Day shall mean calendar day.
- 2.5.4** A Subcontractor is a person or entity who has an agreement with the Contractor to perform any portion of the Work. The term Subcontractor does not include the Architect/Engineer or any separate contractor employed by the SFB or any separate contractor's subcontractors.
- 2.5.5** A Subsubcontractor is a person or entity who has an agreement with a Subcontractor to perform any portion of the Subcontractor's work.
- 2.5.6** Substantial completion of the Work, or of a designated portion, occurs on the date when construction is sufficiently complete in accordance with the Contract Documents so that the SFB can occupy or utilize the Project, or a designated portion, for the use for which it is intended. This date shall be confirmed by a certificate of Substantial Completion signed by the SFB and Contractor. The certificate shall state the respective responsibilities of the SFB, Project Manager and Contactor for security, maintenance, heat utilities, damage to the Work, and insurance.

EXHIBIT 6.4



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The certificate shall also list the items to be completed or corrected, and establish the time for their completion and correction.

- 2.5.7** The SFB's Program is an initial description of the SFB's objectives, including budgetary and time criteria, space requirements and relationships, flexibility and expandability requirements, special equipment and systems, and site requirements.

ARTICLE 3

3.0 CONTRACTOR'S RESPONSIBILITIES

The Contractor shall be responsible for procuring the design and for the construction of the Work consistent with the SFB's Program, as such Program may be modified by the SFB during the course of the Work. The Contractor shall exercise reasonable skill and judgment in the performance of its services, but does not warrant or guarantee schedules and estimates other than those that are part of the GMP proposal.

3.1 DESIGN PHASE SERVICES

- 3.1.1 PRELIMINARY EVALUATION** The Contractor shall provide a preliminary evaluation of the Project's feasibility based on the SFB's Program and other relevant information.
- 3.1.2 PRELIMINARY SCHEDULE** The Contractor shall prepare a preliminary schedule of the Work for the SFB and Project Manager's written approval. The schedule shall show the activities of the SFB, Architect/Engineer and Contractor necessary to meet the SFB and Project Manager's completion requirements. The schedule shall be updated periodically with the level of detail for each schedule update reflecting the information then available. If an update indicates that a previously approved schedule will not be met, the Contractor shall recommend corrective action to the SFB and Project Manager in writing. The work will be scheduled, planned and reported using the Critical Path Method (CMP) utilizing Primavera or Sure Trak software which is compatible with the School Facilities Board scheduling program.
- 3.1.3 PRELIMINARY ESTIMATE** When sufficient Project information has been identified, the Contractor shall prepare for the SFB and its written approval a preliminary estimate utilizing area, volume or similar conceptual estimating techniques. The estimate shall be updated periodically with the level of detail for each estimate update reflecting the information then available. If the preliminary estimate or any update exceeds the SFB's budget, the Contractor shall make written recommendation to the SFB.
- 3.1.4 SCHEMATIC DESIGN DOCUMENTS** The Contractor shall submit for the SFB's and SFB's written approval Schematic Design Documents, based on the SFB's Program and other relevant information. Schematic Design Documents shall include drawings, outline specifications and other conceptual documents illustrating the Project's basic elements, scale and their relationship to the site. One set of these documents shall be furnished to the SFB. The Contractor shall update the preliminary schedule and estimate based on the Schematic Design Documents.
- 3.1.5 DESIGN DEVELOPMENT DOCUMENTS** The Contractor shall submit for the SFB and Project Manager's approval Design Development Documents based on the approved Schematic Design Documents. The Design Development Documents shall further define the Project including drawings and outline specifications fixing and describing the Project size and character, and other appropriate elements incorporating the structural, architectural, mechanical and electrical systems. Up to six (6) sets of these documents shall be furnished to the SFB and Project Manager. The Contractor shall update the schedule and estimate based on the Design Development Documents.
- 3.1.6 CONSTRUCTION DOCUMENTS** The Contractor shall submit for the District and Project Manager's written approval Construction Documents based on the approved Design Development Documents. The Construction

EXHIBIT 6.4



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Documents shall set forth in detail the requirements for construction of the Work, and shall consist of drawings and specifications, including District and Project Manager supplied general conditions and general requirements, based upon codes, laws or regulations enacted at the time of their preparation. Construction shall be in accordance with these approved Construction Documents. Up to six (6) sets of these documents shall be furnished to the District and Project Manager prior to commencement of construction.

3.1.7 OWNERSHIP OF DOCUMENTS The SFB acknowledges the Contractor's construction documents as instruments of professional service. Nevertheless, the plans and specifications prepared under this Agreement shall become property of the District upon completion of the Work and payment in full of all monies due to the Contractor. The Contractor shall not use the drawings and specifications, therefore, for any purpose not related to the Project without District's consent. The District shall not reuse or make any modification to the plans and specifications without the prior written authorization of the Contractor..

3.2 GUARANTEED MAXIMUM PRICE (GMP) PROPOSAL

3.2.1 When schematic design drawings and specifications are approved by the District and Project Manager, the Contractor shall, if requested by the District and Project Manager, propose a GMP, which shall be the sum of the estimated Cost of the Work as defined in Article 8 and the contractor's Fee as defined in Article 7. The GMP is subject to modification as provided in Article 9.

3.2.2 If a GMP is not established, all references in this Agreement to the GMP shall not be applicable, and the parties shall proceed on the basis of reimbursement as provided in Article 7 and 8. In the absence of a GMP, however, the parties may establish a date of Substantial Completion.

3.2.3 Reserved.

3.2.4 BASIS OF GUARANTEED MAXIMUM PRICE The Contractor shall include with the GMP proposal a written statement of its basis, which shall include:

3.2.4.1 a list of the drawings and specifications, including all addenda, which were used in preparation of the GMP proposal;

3.2.4.2 a list of allowances and a statement of their basis;

3.2.4.3 a list of the assumptions and clarifications made by the Contractor in the preparation of the GMP proposal to supplement the information contained in the drawings and specifications;

3.2.4.4 the date of Substantial Completion upon which the proposed GMP is based, and the Schedule of Work upon which the date of Substantial Completion is based;

3.2.4.5 schedule of applicable alternate prices;

3.2.4.6 schedule of applicable unit prices;

3.2.4.7 statement of Additional Services included, if any; and

3.2.4.8 the time limit for acceptance of the GMP proposal.

3.2.5 The Contractor shall meet with the District and Project Manager to review the GMP proposal. In the event that the District and Project Manager discover any inconsistencies or inaccuracies in the information presented, the District and Project Manager shall promptly give written notice to the Contractor, who shall make appropriate adjustments to the GMP, its basis or both.

EXHIBIT 6.4



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- 3.2.6** Unless the SFB accepts the GMP proposal in writing on or before the date specified in the proposal for such acceptance and so notifies the Contractor, the GMP proposal shall not be effective without written acceptance by the Contractor.
- 3.2.7** Prior to the SFB's acceptance of the Contractor's GMP proposal, the Contractor shall not incur any cost to be reimbursed as part of the Cost of the Work, except as provided in this Agreement or as the Project Manager may specifically authorize in writing.
- 3.2.8** Upon acceptance by the SFB of the GMP proposal, the GMP and its basis shall be set forth in Amendment No. 1. The GMP and the date of Substantial Completion shall be subject to modification by changes in the Work as provided in this EXHIBIT 6.4, Articles 6 and 9.
- 3.2.9** The GMP shall include in the Cost of the Work those taxes which are applicable at the time the GMP is established. If in accordance with the Project Manager's direction an exemption is claimed for taxes, the SFB and Project Manager agree to indemnify, defend and hold the Contractor harmless for any liability, penalty, interest, fine, tax assessment, attorneys fees or other expense or cost incurred by the Contractor as a result of any action taken by the Contractor in accordance with the SFB and Project Manager's direction.
- 3.3 CONSTRUCTION PHASE SERVICES**
- 3.3.1** The Construction Phase will commence upon the issuance by the SFB and Project Manager of a written notice to proceed with construction. If construction commences prior to execution of Amendment No.1, the SFB and Project Manager's written notice to proceed shall list the documents that are applicable to the part of the Work which the SFB and Project Manager has authorized.
- 3.3.2** In order to complete the Work, the Contactor shall provide all necessary construction supervision, inspection, construction equipment, labor, materials, tools, and subcontracted items.
- 3.3.3** The Contractor shall give all notices and comply with all laws and ordinances legally enacted at the date of execution of the Agreement, which govern the proper performance of the Work.
- 3.3.4** The Contractor shall prepare and submit a Schedule of Work for the SFB and Project Manager's written approval. This schedule shall indicate the dates for the start and completion of the various stages of the construction including the dates when information and approvals are required from the Owner. It shall be revised as required by the conditions of the Work. Schedule software shall be compatible with SFB scheduling software, which is Primavera or Sure Trak.
- 3.3.5** The Contractor with the assistance of the SFB and Project Manager shall secure and the SFB shall pay for the building permits necessary for the construction of the Project.
- 3.3.6** The Contractor shall take necessary precautions for the safety of its employees on the Project, and shall comply with all applicable provisions of federal, state and municipal safety laws to prevent accidents or injury to persons on, about or adjacent to the Project site. The Contactor, directly or through its Subcontractors, shall erect and properly maintain at all times, as required by the conditions and progress of the Work, necessary safeguards for the protection of workers and the public. The Contractor, however, shall not be responsible for the elimination or abatement of safety hazards created or otherwise resulting from work at the Project site carried on by the SFB and Project Manager or their employees, agents, separate contractors or tenants. The District and Project Manager agree to cause their employees, agents separate contractors and tenants to abide by and fully adhere to all applicable provisions of federal, state and municipal safety laws and regulations. The above provision shall not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with all applicable provisions of relevant laws.

EXHIBIT 6.4



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- 3.3.7** The Contractor shall keep such full and detailed accounts as may be necessary for proper financial management under this Agreement. The SFB and Project Manager shall be afforded access to all the Contractor's records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda and similar data relating to this Agreement. The Contractor shall preserve all such records for a period of five years after the final payment or longer where required by law.
- 3.3.8** The Contractor shall provide periodic written reports to the District and Project Manager on the progress of the Work as agreed to by the District and Project Manager and Contractor.
- 3.3.9** The Contractor shall develop a system of cost reporting for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes in the Work. The reports shall be presented to the District and Project Manager at mutually agreeable intervals.
- 3.3.10** At all times the Contractor shall maintain the site of the Work free from debris and waste materials resulting from the Work. At the completion of the Work, the Contractor shall remove from the premises all construction equipment, tools, surplus materials, waste materials and debris.
- 3.4 HAZARDOUS MATERIAL**
A Hazardous Material is any substance or material identified now or in the future as hazardous under any federal, state or local law or regulation, or any other substance or material which may be considered hazardous or otherwise subject to statutory or regulatory requirements governing handling, disposal and /or clean-up. The Contractor shall not be obligated to commence or continue Work until any known or suspected Hazardous Material discovered at the Project site has been removed, rendered or determined to be harmless by the SFB as certified by an independent testing laboratory and approved by the appropriate government agency.
- 3.4.1** If after the commencement of the Work, known or suspected Hazardous Material is discovered at the Project site, the Contractor shall be entitled to immediately stop Work in the affected area, and the Contractor shall report the condition to the Project Manager and, if required, the government agency with jurisdiction.
- 3.4.4** The SFB shall be responsible for retaining an independent testing laboratory to determine the nature of the material encountered and whether it is a Hazardous Material requiring corrective measures and/or remedial action. Such measures shall be the sole responsibility of the SFB, and shall be performed in a manner minimizing any adverse effect upon the Work of the Contractor. The Contractor shall resume Work in the area affected by any Hazardous Material only upon written agreement between the parties after the Hazardous Material has been removed or rendered harmless.
- 3.4.5** If the Contractor incurs additional costs and/or is delayed due to the presence of known or suspected Hazardous Material, the Contractor shall be entitled to an equitable adjustment in the GMP and/or the additional of time to the date of Substantial Completion.
- 3.4.6 RESERVED.**
- 3.6 ADDITIONAL WARRANTIES AND COMPLETION**

In addition to the Warranties required by the Uniform Terms and Conditions, the Contractor warrants that all materials and equipment furnished under the Construction Phase of this Agreement will be new unless otherwise specified, of good quality, in conformance with the Contract Documents, and free from defective workmanship, materials and hazardous materials. Warranties shall commence on the date of Substantial Completion of the Work or of a designated portion. The Contractor agrees to correct all construction performed under this Agreement which proves to be defective in workmanship and materials within a period of two years from the date

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of Substantial Completion or for such longer periods of time as may be set forth with respect to specific warranties required by the Contract Documents.

- 3.6.1** Those products, equipment, systems or materials incorporated in the Work at the direction of or upon the specific request of the District shall be covered exclusively by the warranty of the manufacturer. There are no warranties which extend beyond the description on the face thereof. **All other warranties expressed or implied including the warranty of merchantability and the warranty of fitness for a particular purpose are expressly disclaimed.**
- 3.6.3** The Contractor shall secure required certificates of inspection, testing or approval and deliver them to the District and Project Manager.
- 3.6.4** The Contractor shall collect all written warranties and equipment manuals and deliver them to the District and Project Manager.
- 3.6.5** With the assistance of the District's maintenance personnel, the Contractor shall direct the checkout of utilities and operations of systems and equipment for readiness, and assist in their initial start-up and testing.
- 3.7** **ADDITIONAL SERVICES** Any Additional Services shall only be authorized in advance by the SFB in writing; the Contractor shall furnish or obtain from others the authorized services. The Contractor shall be paid for these additional services by the District as herein provided to the extent they exceed the obligation of the Contractor under this Agreement. Example of potential additional services are as follows:
- 3.7.1** Providing financial feasibility or other special studies.
- 3.7.2** Providing planning surveys or alternative site evaluations.
- 3.7.3** Providing design services relative to future facilities, systems and equipment that are not intended to be constructed as part of the Project, other than general planning and Master Planning for future work as indicated by the Program of Requirements.
- 3.7.4** Making major revisions in Drawing, Specifications, or other documents when such revisions are inconsistent with written approvals or instructions previously given by the SFB or are due to causes beyond the control and without the fault and negligence of the Contractor or its consultants or agents.
- 3.7.5** Preparing supporting data and other services in connection with any District-initiated change order if the Basic Compensation is not commensurate with the services required of the contractor.
- 3.7.6** Providing soils sampling, classification, and analysis; however, analysis of existing soils information and soils analysis during the Design Phase and recommendations needed during the Construction Phase of the Project are not considered additional services.
- 3.7.7** Preparing to serve or serving as an expert witness for the District in connection with any public hearing, arbitration proceeding, or legal proceeding; however, preparing to serve or serving as a fact witness for the District or rendering testimony necessary to secure governmental approval of zoning or land-use clearances for the Project shall not constitute an additional service.
- 3.7.8** Providing surveying services such as platting, mapping, subdivision agreements, or recording subdivision plats.
- 3.7.9** Providing additional services and costs necessitated by out-of-town travel required of and approved by the SFB other than visits to the Project and other than for travel required to accomplish the Work.

EXHIBIT 6.4



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- 3.7.10** Providing any other services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted Contractual practices consistent with the term of this Agreement.
- 3.7.11** Providing design and engineering of any work outside the property line.
- 3.7.12** Providing consultation concerning replacement of Work damaged by fire or other causes during construction, furnishing services required in connection with the replacement of such work.
- 3.7.13** Providing services made necessary by the default of the Contractor, by major defects or deficiencies in the Work of the Contractor, or by failure of performance of either the SFB or the Contractor under the Construction Contract.
- 3.7.14** Providing services in evaluating an extensive number of claims, not related to any Contractor's design errors and omissions, submitted by the Contractor or others in connection with the work.
- 3.7.15** Preparing documents for alternate, separate, or sequential bids or providing services in connection with bidding, negotiation, or construction prior to the completion of the Construction Documents Phase.
- 3.7.16** Providing special surveys, environmental studies, and submissions required for approvals of governmental authorities or others having jurisdiction over the project.
- 3.7.17** Providing services to extensively investigate existing conditions or facilities or to make measured drawing thereof.
- 3.7.18** Providing services to verify the accuracy of drawings or other information furnished by the District.
- 3.7.19** Providing analyses of owning and operating costs.
- 3.7.20** Providing interior design and other similar services required for or in connection with the selection, procurement, or installation of furniture, furnishings, and related equipment.
- 3.7.21** Making revisions to design documents after they have been approved by the SFB when revisions are due to causes beyond the control of the Contractor.
- 3.7.21** Design, coordination, management, expediting and other services supporting the procurement of materials to be obtained, or work to be performed, by the SFB, including but not limited to telephone systems, computer wiring networks, sound systems, alarms, security systems and other specialty systems which are not a part of this Agreement.

ARTICLE 4

4.0 RESPONSIBILITIES OF THE SCHOOL FACILITIES BOARD ("SFB")

The SFB is the funding party for this Project. In cooperation with the Glendale Union High School District ("District"), the SFB shall be the contracting agency. Contract and Project decisions are the responsibility of the SFB that will coordinate with the District.

4.1 INFORMATION AND SERVICES PROVIDED BY SFB

The SFB shall provide full information in a timely manner regarding requirements for the Project, including the Owner's Program and other relevant information.

4.1.1 The SFB shall provide:

- 4.1.2** necessary information describing the physical characteristics of the site, including surveys, site evaluations, legal descriptions, existing conditions, subsurface and environmental studies, reports and investigations; as available

EXHIBIT 6.4



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4.1.3 hazardous materials and asbestos inspection, testing and remediation services during construction as required by law or as mutually agreed within approved change orders; and

4.2 DISTRICT RESPONSIBILITIES DURING DESIGN PHASE

4.2.1 The District shall provide the Program at the inception of the Design Phase and shall review and timely approve schedules, estimates, Schematic Design Document, Design Development Documents and Construction Documents furnished during the Design Phase as set forth in Paragraph 3.2.

4.3 DISTRICT RESPONSIBILITIES DURING CONSTRUCTION PHASE

4.3.1 The District and Project Manager shall review and timely approve the Schedule of the Work as set forth in Subparagraph 3.3.4

4.3.2 If the District and Project Manager become aware of any error, omission or failure to meet the requirements of the Contract Documents or any fault or defect in the Work, the District and Project Manager shall give prompt written notice to the Contractor.

4.3.3 The District and Project Manager shall communicate with the Contractor's Subcontractors, suppliers and Architect/Engineer only through the Contractor. The District and Project Manager shall have no contractual obligations to Subcontractors, suppliers, or the Architect/Engineer.

4.4 THE PROJECT MANAGER is:

Gerry Breuer, School Facilities Liaison
Arizona School Facilities Board
Telephone: 602-542-6139
FAX: 602-542-6529
E-mail: gbreuer@azsfb.gov

ARTICLE 5

5.0 SUBCONTRACTS

Work not performed by the Contractor with its own forces shall be performed by Subcontractors.

5.1 RETAINING SUBCONTRACTORS The Contractor shall not retain any Subcontractor to whom the District and Project Manager has a reasonable and timely objection, provided that the District agrees to compensate the Contractor for any additional costs incurred by the Contractor as a result for such objections. The Contractor shall not be required to retain any Subcontractor to whom the Contractor has a reasonable objection.

5.2 MANAGEMENT OF SUBCONTRACTORS The Contractor shall be responsible for the management of the Subcontractors in the performance of their work.

5.3 ASSIGNMENT OF SUBCONTRACT AGREEMENTS The Contractor shall provide for assignment of subcontract agreements in the event that the SFB terminates this Agreement for cause as provided in the Uniform Terms and Conditions. Following such termination, the SFB shall notify in writing those subcontractors whose assignments will be accepted, subject to the rights of sureties.

ARTICLE 6

6.0 CONTRACT TIME

EXHIBIT 6.4



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- 6.1 COMMENCEMENT OF THE WORK** The Work shall commence on or about _____ and shall proceed in general accordance with the Schedule of Work as such schedule may be amended from time to time, subject, however, to the provisions of Paragraph 3.4.
- 6.2 SUBSTANTIAL COMPLETION** At such time as a GMP is accepted, a date of Substantial Completion of the Work shall be established as set forth in Amendment No. 1. If a GMP is not established and the parties desire to establish a date of Substantial Completion, it shall be set forth in Amendment No. 1. If such a date is established, time shall be of the essence of this Agreement.
- 6.3 DELAYS IN THE WORK**
- 6.3.1** If causes beyond the Contractor's control delay the progress of the Work, then the GMP, compensation for Design Phase Services, the Contractor's Fee and/or the date of Substantial Completion shall be modified by Change Order as appropriate. Such causes shall include but not be limited to: changes ordered in the Work, acts or omissions of the District and SFB or separate contractors employed by the District, preventing the Contractor from performing the Work, pending dispute resolution, Hazardous Materials, differing site conditions, adverse weather conditions not reasonably anticipated, fire, unusual transportation delays, labor disputes, or unavoidable accidents or circumstances.
- 6.3.2** In the event delays to the project are encountered for any reason, the parties agree to undertake reasonable steps to mitigate the effect of such delays.

ARTICLE 7

7.0 COMPENSATION

- 7.1 INITIAL PAYMENT** Upon execution of this Agreement an initial payment of _____ dollars (\$_____) shall be made to the Contractor. The amount of the initial payment shall be credited to the SFB's account at final payment.

7.2 DESIGN PHASE COMPENSTATION

- 7.2.1** The cost of services performed directly by the Architect/Engineer is computed separately and is independent from the Contractor's compensation for work or services directly performed by the Contractor; these costs shall be shown as separate items on the application for payment. If an Architect/Engineer is retained by the Contractor, the payments to the Architect/Engineer shall be as detailed in a separate agreement between the contractor and Architect/Engineer.
- 7.2.2** The SFB shall compensate the Contractor for services performed during the Design Phase as described in Paragraph 3.1, including preparation of a GMP proposal as described in Paragraph 3.2, as follows:

(State whether a stipulated sum, actual cost, or other basis. If a stipulated sum, state what portion of the sum shall be payable each month.)

EXHIBIT 6.4



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7.2.3 Compensation of Design Phase Services shall be equitably adjusted if such services extend beyond _____ from the date of this Agreement for reasons beyond the reasonable control of the Contractor or as provided in Paragraph 9.1. For changes in Design Phase Services, compensation shall be adjusted as follows:

7.2.4 Payments for Design Phase Services shall be due and payable within thirty (30) days following presentation of the Contractor's monthly invoice to the Project Manager.

7.3 CONSTRUCTION PHASE COMPENSATION

7.3.1 The SFB shall compensate the Contractor for Work performed following the commencement of the Construction Phase on the following basis:

7.3.1.1 the Cost of the Work as allowed in Article 8; and

7.3.1.2 the Contractor's Fee in the amount of _____ dollars (\$ _____), subject to adjustment as provided in Paragraph 7.5. The Contractor's Fee shall be paid proportionately to the ratio that the monthly cost of the Work bears to the total estimated Cost of the Work.

7.3.2 The compensation to be paid under the Paragraph 7.3 shall be limited to the GMP established in Amendment No. 1, as the GMP may be adjusted under Article 9. In the event the Cost of the Work plus the Contractor's Fee shall be less than the GMP as adjusted by Change Orders, the resulting savings shall be shared by the SFB and the Contractor as follows:

7.3.3 Payment for Construction Phase Services shall be as set forth in Article 10. If Design Phase Services continue to be provided after construction has commenced, the Contractor shall also continue to be compensated as provided in Paragraph 7.2, or as mutually agreed.

7.4 CONTRACTOR'S FEE The Contractor's Fee includes the following:

7.4.1 salaries and other mandatory or customary compensation of the Contractor's employees at its principal and branch offices, except employees listed in Subparagraph 8.2.2;

7.4.2 general and administrative expenses of the Contractor's principal and branch offices other than the field office, except as may be expressly included in Article 8; and

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7.4.3 the Contractor's capital expenses, including interest on the Contractor's capital employed for the Work.

7.4.4 costs related to the Contractor's safety program.

7.5 ADJUSTMENT IN THE CONTRACTOR'S FEE

Adjustment on the Contractor's Fee shall be made as follows:

7.5.1 for changes in the Work as provided in Article 9, the Contractor's Fee shall be adjusted as follows:

7.5.2 for delays in the Work not caused by the Contractor, there will be an equitable adjustment in the Contractor's Fee to compensate the Contractor for increased expenses; and

7.5.3 if the Contractor is placed in charge of managing the replacement of an insured or uninsured loss, the Contractor shall be paid an additional Fee in the same proportion that the Contractor's Fee bears to the estimated Cost of the Work.

ARTICLE 8

8.0 COST OF THE WORK

The SFB agrees to pay the Contractor for the Cost of the Work as defined in this Article. This payment shall be in addition to the Contractor's Fee stipulated in Article 7.

8.1 COST ITEMS FOR DESIGN PHASE SERVICES

8.1.1 Compensation for Design Phase Services as provided in Paragraph 7.2.

8.2 COST ITEMS FOR CONSTRUCTION PHASE SERVICES

8.2.1 Wages paid for labor in the direct employ of the Contractor in the performance of the Work.

8.2.2 Salaries of Contractor's employees when stationed at the field office, in whatever capacity employed, employees engaged on the road expediting the production or transportation of material and equipment, and employees from the principal or branch office performing the functions listed below:

EXHIBIT 6.4



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- 8.2.3** Cost of all employee benefits and taxes including but not limited to, unemployment compensation, Social Security, health, welfare, retirement and other fringe benefits as required by law, labor agreements, or paid under the Contractor's standard personnel policy, insofar as such costs are paid to employees of the Contractor who are included in the Cost of the Work under Subparagraphs 8.2.1 and 8.2.2.
- 8.2.4** Reasonable transportation, travel and hotel expenses of the Contractor's personnel incurred in connection with the Work.
- 8.2.5** Cost of all materials, supplies and equipment incorporated in the Work, including costs of inspection, testing, transportation, storage and handling.
- 8.2.6** Payments made by the Contractor to Subcontractors for work performed under this Agreement.
- 8.2.7** Fees and expenses for design services procured by the Contractor except as provided by the Architect/Engineer and compensated in Paragraph 7.2.
- 8.2.8** Cost, including transportation and maintenance of all materials, supplies, equipment, temporary facilities and hand tools not owned by the workers that are used or consumed in the performance of the Work, less salvage value; and cost less salvage on such items used, but not consumed that remain the property of the Contractor. The Contractor shall reimburse the SFB for the salvage value of items used or salvage the items to the SFB.
- 8.2.9** Rental charges of all necessary machinery and equipment, exclusive of hand tools owned by workers, used at the site of the Work, whether rented from the Contractor or others, including installation, repair and replacement, dismantling, removal, maintenance, transportation and delivery costs at rental charges consistent with those prevailing in the area.
- 8.2.10** Cost of premiums for normal and customary contractor's and subcontractor's liability, workman's compensation and builders risk insurance as outlined in Article 11, is to be identified as a separate line item within the GMP.
- 8.2.11** Sales, use, gross receipts or other taxes, tariffs or duties related to the Work for which the Contractor is liable.
- 8.2.12** Permits, fees, licenses, tests, except as outlined in 3.3.5 and 4.1.2.
- 8.2.13** All costs associated with establishing, equipping, operation, maintaining and demobilizing the field office.
- 8.2.14** Reproduction costs, photographs, cost of telegrams, facsimile transmissions, long distance telephone calls, data processing services, postage, express delivery charges, telephone service at the site and reasonable petty cash expenses at the field office.
- 8.2.15** All water, power and fuel costs necessary for the Work.
- 8.2.16** Cost of removal of all non-hazardous substances, debris and waste materials.
- 8.2.17** Costs incurred due to an emergency affecting the safety of persons and/or property.
- 8.2.18** All costs directly incurred in the performance of the Work or in connection with the Project, and not included in the Contractor's Fee as set forth in Article 7, which are reasonably inferable from the Contract Documents as necessary to produce the intended results.
- 8.3 DISCOUNTS**
All discounts for prompt payment shall accrue to the SFB to the extent such payments are made directly by the SFB. To the extent payments are made with funds of the Contractor, all cash discounts shall accrue to the

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Contractor. All trade discounts, rebates and refunds, and all returns from sale of surplus materials and equipment, shall be credited to the Cost of the Work.

ARTICLE 9

9.0 CHANGES IN THE WORK

Changes in the Work, which are within the general scope of this Agreement may be accomplished by Change Order without invalidating this Agreement.

9.1 CHANGE ORDERS A Change Order is a written instrument, issued after execution of this Agreement, signed by the SFB and Contractor stating their agreement upon a change and the adjustment in the GMP, compensation for Design Phase Services, the Contractor's Fee and/or the date of Substantial Completion, Each adjustment in the GMP resulting from a Change Order shall clearly separate the amount attributable to compensation for Design Phase Services, other cost of the Work and the Contractor's Fee.

9.2 DETERMINATION OF COST An increase or decrease in the GMP resulting from a change in the Work shall be determined by one or more of the following methods:

9.2.1 unit prices set forth in this Agreement or as subsequently agreed;

9.2.2 a mutually accepted, itemized lump sum;

9.2.3 costs determined as defined in Paragraph 7.2 and Article 8 and a mutually acceptable Contractor's Fee as determined in Subparagraph 7.5.1.

9.2.4 if an increase or decrease cannot be agreed to as set forth in subparagraphs 9.2.1 through 9.2.3 and the SFB issues a written order for the Contractor to proceed with the change, the cost of the change in the Work shall be determined by the reasonable expense or savings of the performance of the Work resulting from the change. If there is a net increase in the GMP, the Contractor's Fee shall be adjusted as set forth in Subparagraph 7.5.1. In case of a net decrease in the GMP, the Contractor's Fee shall not be adjusted. The Contractor shall maintain a documented, itemized accounting evidencing the expenses and savings.

9.3 NO OBLIGATION TO PERFORM The Contractor shall not be obligated to perform changed Work until a Change Order has been executed by the SFB and Contractor, except as provided in Subparagraph 9.2.4.

9.4 ADJUSTMENT OF UNIT PRICES If a proposed Change Order alters original quantities to a degree that application of previously agreed to unit prices would be inequitable to either the SFB and Project Manager or the Contractor, the unit prices and the GMP shall be equitably adjusted.

9.5. UNKNOWN CONDITIONS If in the performance of the Work the Contractor finds latent, concealed or subsurface physical conditions which differ from the conditions the Contractor reasonable anticipated, or if physical conditions are materially different from those normally encountered and generally recognized as inherent in the kind of work provided for in this Agreement, then the GMP compensation for Design Phase Services, the Contractor's Fee, and /or the date of Substantial Completion shall be equitably adjusted by Change Order within 10 days after the conditions are first observed.

9.6 CLAIMS FOR ADDITIONAL COST OR TIME For any claim for an increase in the GMP, compensation for Design Phase Services, the Contractor's Fee and/or an extension in the date of Substantial Completion, the Contractor shall give the SFB and Project Manager written notice of the claim within ten (10) days after the occurrence giving rise to the claim or within ten (10) days after the Contractor first recognizes the condition giving rise to the claim, whichever is later. Except in an emergency, notice shall be given before proceeding with the Work. Claims for design and estimating costs incurred in connection with possible changes requested by the SFB, but which do not

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proceed, shall be made within ten (10) days after the decision is made not to proceed. Any change in the GMP, compensation for Design Phase Services, the Contractor's Fee, and/or date of Substantial Completion resulting from such claim shall be authorized by Change Order, executed by the SFB Procurement Officer pursuant to the uniform terms and conditions of the Contract Documents.

- 9.7 EMERGENCIES** In any emergency affecting the safety of persons and/or property, the Contractor shall act, at its discretion, to prevent threatened damage, injury or loss. Any change in the GMP, compensation for Design Phase Services, the Contractor's Fee and/or extension of the date of Substantial Completion on account of emergency work shall be determined as provided in this Article.

ARTICLE 10

10.0 PAYMENT FOR CONSTRUCTION PHASE SERVICES

10.1 PROGRESS PAYMENTS

On the _____ day of each month after the Construction Phase has commenced, the Contractor shall submit to the SFB and Project Manager an Application for Payment consisting of the Cost of the Work performed up to the _____ day of the month, including the cost of material stored on the site or at other locations approved by the SFB and Project Manager, along with a proportionate share of the contractor's Fee. Prior to submission of the next Application for Payment, the Contractor shall furnish to the SFB and Project Manager a statement accounting for the disbursement of funds received under the previous Application. The extent of such statement shall be as agreed upon between the SFB and Project Manager and Contractor.

- 10.1.1** Within thirty (30) days after receipt of each monthly Application for Payment, the SFB shall pay directly to the contractor the appropriate amount for which Application for Payment is made, less amounts previously paid by the SFB.
- 10.1.2** The Contractor warrants and guarantees the title to all Work, materials and equipment covered by an Application for Payment, whether incorporated in the Project or not, will pass to the SFB upon receipt of such payment by the Contractor free and clear of all liens, claims, security interests or encumbrances, hereinafter referred to as "liens."
- 10.1.3.** The SFB's progress payment, occupancy or use of the Project, whether in whole or in part, shall not be deemed as acceptance of any Work not conforming to the requirements of the Contract Documents.
- 10.1.4** Upon Substantial Completion of the Work, the SFB shall pay the Contractor the unpaid balance of the Cost of the Work, compensation for Design Phase Services and the Contractor's Fee, less a sum equal to the Contractor's estimated cost of completing any unfinished items as agreed to between the SFB and Project Manager and Contractor as to extent and time for completion. The SFB thereafter shall pay the Contractor monthly the amount retained for unfinished items as each item is completed.

10.2 FINAL PAYMENT

- 10.2.1** Final payment, consisting of the unpaid balance of the Cost of the Work, compensation for Design Phase Services and the Contractor's Fee, less the initial payment made under Paragraph 7.1 shall be due and payable when the Work is fully completed and accepted by the SFB and Project Manager. Before issuance of final payment, the SFB and Project Manager may request satisfactory evidence that all payrolls, materials bills and other indebtedness connected with the Work have been paid or otherwise satisfied.
- 10.2.2** In making final payment the SFB waives all claims except for:
- 10.2.1** outstanding liens;

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- 10.2.2 improper workmanship of defective materials appearing within one year after the date of Substantial Completion;
- 10.3.3 Work not in conformance with the Contract Documents; and
- 10.3.4 terms of any special warranties required by the Contract Documents.
- 10.3.5 right to audit Contractor records for a period of five years.
- 10.3.6 In accepting final payment, the Contractor waives all claims except those previously make in writing and which remain unsettled.

ARTICLE 11

11.0 RESERVED

ARTICLE 12

PROTECTION OF PERSONS AND PROPERTY

12.1 SAFETY PRECAUTIONS AND PROGRAMS

- 12.1.1 The ASFB, the OCIP provider or their agents employees or representatives, are not responsible for the means, methods, techniques, sequences or procedures utilized by the Contractor, or for safety precautions and programs in connection with the Work. The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work.
- 12.1.2 Any notice given to the Contractor by the ASFB or OCIP provider of a safety or property protection violation will not: (1) relieve the Contractor of sole and complete responsibility for the violation and the correction thereof, or of sole liability for the consequences of said provider to inspect or review Contractor's safety program or precautions or to enforce Contractor's compliance with the requirements of this Article 12; and (3) impose any continuing obligation upon the ASFB or the OCIP provider to provide such notice to Contractor or any other person or entity.

12.2 SAFETY OF PERSONS AND PROPERTY

- 12.2.1 The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to:
 - 1 All employees on the Work and all other persons who may be affected thereby;
 - 2 The Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under the care, custody or control of the Contractor or the Contractor's Subcontractors, regardless of tier; and
 - 3 Other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, utilities not designated for removal, relocation or replacement in the course of construction.
 - 4 The Contractor's safety precautions shall fully comply with the OCIP provider's minimum safety guidelines. Compliance with the minimum safety guidelines does not relieve the Contractor of any other contractual or legal duty to reasonably protect against the above defined damage, injury or loss. The contractor is solely responsible for implementation of the minimum safety guidelines and all other project safety requirements.

EXHIBIT 6.4



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- 12.2.2** The Contractor shall give all notices and comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage, injury or loss.
- 12.2.3** The Contractor shall erect and maintain, as required by existing conditions and progress of the Work, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying the School ASFB and users of adjacent utilities.
- 12.2.4** When the use or storage of explosives or other hazardous materials or equipment is necessary for the execution of the Work, the Contractor shall exercise the utmost care and shall carry on such activities under the supervision of properly qualified personnel.
- 12.2.5** The Contractor shall promptly remedy all damage or loss to any property referred to in Clauses 12.2.1.2 and 12.2.1.3 caused in whole or in part by the Contractor, any Subcontractor, and Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable and for which the Contractor is responsible under Clause 12.2.1.2 and 12.2.1.3, except damage or loss caused by the acts or omissions of the ASFB or anyone directly or indirectly employed by it, or by anyone for whose acts the ASFB may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to his obligations under Paragraph 3.4.6.
- 12.2.6** The Contractor shall designate a responsible member of his organization at the sites whose duty shall be the prevention of accidents and monitoring of the Work to insure compliance with all applicable laws, ordinances, rules, regulations and lawful orders of public authority bearing on the safety of persons or protection of property. This person shall be the Contractor's Superintendent unless otherwise designated by the Contractor in writing to the ASFB.

12.3 EMERGENCIES

In any emergency affecting the safety of persons property, the Contractor shall act, at his discretion, to prevent threatened damage, injury or loss. Any additional compensation or extension of time claimed by the Contractor on account of emergency work shall be determined as provided in Article 9 for Changes in the Work.

EXHIBIT 6.4



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AMENDMENT NO. 1, DATED _____, TO DESIGN-BUILD AGREEMENT BETWEEN SFB & CONTRACTOR

Pursuant to Paragraph 3.2 of the Agreement dated _____

between

the SFB,

and

the Contractor,

for (the Project), _____
the SFB and the Contractor desire to establish a GMP for the Work. Therefore, the SFB and the Contractor agree
as follows.

ARTICLE 1 GUARANTEED MAXIMUM PRICE

The Contractor's GMP for the Work, including the Cost of the Work as defined in Article 8 and the Contractor's
Fee as set forth in Paragraph 7.3.1.2 is _____
dollars (\$_____).

The GMP is for the performance of the Work in accordance with the documents listed below, which are part of the
Agreement.

EXHIBIT A

Drawings and Specifications, including Addenda, if any, Dated _____,
_____ pages.

EXHIBIT B

Allowance Items, dated _____,
_____ pages.

EXHIBIT C

Assumptions and Clarifications, dated _____,
_____ pages.

EXHIBIT D

A Schedule of Work, dated _____,
_____ pages.

EXHIBIT E

Alternate Prices, dated _____,
_____ pages.

EXHIBIT F

Unit Prices, dated _____,
_____ pages.

EXHIBIT G

Additional Services included, dated _____,
_____ pages.

EXHIBIT 6.4



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ARTICLE 2. DATE OF SUBSTANTIAL COMPLETION

The date of Substantial Completion of the Work is: _____.

This Amendment is entered into as of _____.

ATTEST: _____

ATTEST: _____

SFB/OWNER: _____

BY: _____

PRINT NAME: _____

PRINT TITLE: _____

CONTRACTOR: _____

BY: _____

PRINT NAME: _____

PRINT TITLE: _____